

4. That respondents' guarantee or Professional Service Agreement given to purchasers of their contact lenses and (a) issued prior to 1964 (hereinafter referred to as the "old" guarantee or agreement) is not subject to any conditions or limitations, or (b) issued from 1964 to the present (hereinafter referred to as the "new" guarantee) is subject only to the limitations or condition that purchasers of Vent-Air contact lenses have their eyes examined and their lenses checked once a year; further, that all offices where respondents' contact lenses are available honor either guarantee without any charges to purchasers of said lenses.

5. That prospective purchasers of contact lenses can wear or use Vent-Air contact lenses made to their own optical prescription for an unlimited period of time to determine their suitability and can do so without incurring any charge or obligation to take or pay for the lenses under respondents' "no-risk plan".

6. That their "no-risk plan" and other offered services provided by them are exclusive with respondents in that no other seller of contact lenses has such a plan or provides the same services.

Paragraph Seven: In truth and in fact:

1. Vent-Air contact lenses are not a new or recent discovery or development in contact lenses; they have been on the market for more than 10 years.

2. Vent-Air contact lens offices owned by respondents are located in less than 40 cities in the United States; franchised offices are located in less than 25 cities in the United States.

3. The owned and franchised offices do not all offer or adhere to the statement and representations made in respondents' advertisements concerning lens service and repairs; many offices impose varying fees and charges on the purchasers of Vent-Air contact lenses who return to have lenses serviced or repaired.

4. All of the offices where respondents' contact lenses are available do not honor either the "old" guarantee or agreement or the "new" guarantee. Many offices impose charges for any services or repairs rendered under the guarantee, as well as charging previously undisclosed fees for eye examinations necessary to avoid cancellation of the guarantee; further, any and all guarantees given to purchasers of Vent-Air contact lenses fail to clearly and conspicuously disclose (a) the full nature and extent of the guarantee, (b) all material conditions or limitations which respondents impose, and (c) the manner in which respondents will perform thereunder.

5. There is a fee for examining the eyes of a prospective purchaser of Vent-Air contact lenses and grinding lenses to the proper optical prescription; trial or use of the contact lenses is restricted to brief periods of time and only in respondents' offices during times when such offices are open.

6. The services performed by respondents for purchasers of Vent-Air contact lenses are not exclusive with respondents; they are services usually and customarily offered by other sellers to purchasers of contact lenses.

Therefore, the advertisements referred to in Paragraph Five were and are misleading in material respects and constituted and now constitute, "false advertisements" as that term is defined in the Federal Trade Commission Act; respondents failure to abide by the terms of certain of their guarantees constitutes unfair and deceptive acts and practices within the meaning of Section 5 of the Federal Trade Commission Act.

Paragraph eight: The dissemination by the respondents of the false advertisements and their failure to abide by the terms of certain of their guarantees, as aforesaid, constituted, and now constitutes, unfair and deceptive acts and practices in commerce, in violation of Section 12 and 5 of the Federal Trade Commission Act.

Wherefore, the premises considered, the Federal Trade Commission, on this 3rd day of October, A.D., 1966, issues its complaint against said respondents.

NOTICE

Notice is hereby given to each of the respondents hereinbefore named that the 14th day of November A.D. 1966, at 10 o'clock is hereby fixed as the time and Federal Trade Commission offices, 1101 Building, 11th & Pennsylvania Avenue, NW., Washington, D.C., as the place when and where a hearing will